

Amendment # 2

This is an Amendment to Quantity Purchase Agreement 9721 entered into by and between Indiana Department of Administration, Procurement Division on behalf of all State of Indiana agencies (hereinafter referred to as "State") Gold Water Industries, Inc, (hereinafter referred to as "Contractor") dated October 5, 2004.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to add additional items as follows:

Dzn Boxer, cotton, Mens, Small through X-Large @ \$11.50

Ethics Obligations. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [>>>](http://www.in.gov/ethics/). If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code 4-2-6-12.

Total amount of this action is **\$0.00**. Total remuneration of this contract is not to exceed **\$0.00**.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

99-7-61113 4-7-1111

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

(Where Applicable)

Signature: Jack Wang
Printed Name: JACK WANG
Title: PRESIDENT
Date: JAN 10, 2005

Attested By: _____

State of Indiana Agency:

Signature: Becky Taylor
Printed Name: BECKY TAYLOR
Title: Purchasing Admin
Date: 2/2/05

Information Technology Oversight Commission

ITOC Chair or Designee _____
Date: N/A

Department of Administration

Latherine L. Vanington, CPPB for
Earl A. Goode
Commissioner
Date: 02-07-05

Office of Management and Budget

Delegated per FMC 98-2
Charles E. Schalliol
Director
Date: _____

Office of the Attorney General

DeAnna L. Bunn E012
Stephen Carter
Attorney General
Date: 2/14/05